

STATE OF WYOMING  
DEPARTMENT OF ADMINISTRATION & INFORMATION  
GENERAL SERVICES DIVISION, PROCUREMENT SECTION  
2323 CAREY AVENUE  
CHEYENNE, WY 82002

**REQUEST FOR PROPOSAL NUMBER 0293-H**

WYOMING LEGISLATIVE SERVICE OFFICE

**WYOMING LEGISLATIVE  
PROGRAM AUDIT AND EVALUATION STUDY**

PROPOSAL DUE DATE AND TIME  
**JUNE 6, 2023 – 2:00:00 P.M. MOUNTAIN TIME**

AGENCY REPRESENTATIVE:  
MATT OBRECT, DIRECTOR

PROCUREMENT REPRESENTATIVE:  
DEBI WALKER  
[debi.walker@wyo.gov](mailto:debi.walker@wyo.gov)  
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# SECTION 1: REQUEST FOR PROPOSAL AND INVITATION TO NEGOTIATE

## 1. SUBMISSION OF PROPOSALS:

The A&I Procurement Office will receive proposals for consulting services for the State of Wyoming, Legislative Service Office (Agency) through the Public Purchase online bidding system. Proposals are due no later than 2:00:00 P.M. (Mountain Time) on JUNE 6, 2023.

- 1.1. Proposals should be accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. All proposals should be uploaded on the Public Purchase online bidding system. Proposals sent by facsimile, email or paper copy may be rejected.
- 1.2. Proposals should be submitted through the Public Purchase online bidding system on or before the date and time specified. Proposals received after the date and time specified may be rejected.
- 1.3. The State of Wyoming reserves the right to withdraw this Request for Proposal and Invitation to Negotiate, without cause, at any time before a contract has been fully signed and submitted to the A&I Procurement Office.
- 1.4. All references to "Request for Proposal" means "Request for Proposal and Invitation to Negotiate."

## 2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:

- 2.1. A proposal may be altered through the Public Purchase online bidding system before the proposal due date and time contained in this document. Proposals may be altered at the discretion of the Agency during the negotiation process.
- 2.2. The proposer may withdraw its proposal through the Public Purchase online bidding system up to the proposal due date and time contained in this document. If a proposal is accepted and the proposer fails to furnish the service agreed upon in the proposal, that proposer may be eliminated from future consideration.

## 3. PREPARATION OF PROPOSALS:

- 3.1. A proposal may be rejected if it modifies any of the provisions, specifications or minimum requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices will govern.

## 4. AWARD AND CONTRACT INFORMATION:

- 4.1. The State of Wyoming will ensure that minority business enterprises will be afforded full opportunity to submit proposals. The State of Wyoming will not discriminate on the grounds of age, race, color, sex, creed, national origin, or disability status.
- 4.2. The proposer also, agrees that should their firm be awarded a contract, it will not discriminate against any person who performs work thereunder because of age, race, color, sex, creed, national origin or disability. In addition, the successful proposer shall comply with the Americans with Disability Act and the Wyoming Fair Employment Practices Act.
- 4.3. The proposer expressly warrants to the State that it has the ability and expertise to perform the contract if awarded. In doing so, it shall use the highest standards of professional workmanship.

- 4.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, to negotiate the terms and conditions of the proposal at any time during the award process or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The A&I Procurement Office will award the contract to the firm, determined to have the most responsive and responsible proposal by the Legislative Service Office.
- 4.5. The successful proposer will be required to agree to and execute a formal contract with the State containing terms required by the Attorney General with reasonable adjustments acceptable to the State.
- 4.6. If applicable, the State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Paying invoices will be based upon the proposer successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables or services.

DATED: APRIL 20, 2023

State of Wyoming  
Procurement Section  
Buyer: Debi Walker

## SECTION 2: GENERAL PROVISIONS

### 1. INSURANCE:

- 1.1. The contract between the successful proposer and the State shall require the successful proposer to carry certain insurance policies. All such insurance policies, except workers' compensation and unemployment compensation policies, shall contain a waiver of subrogation against the Agency and the State, its agents and employees.

### 2. LAWS TO BE OBSERVED:

- 2.1. The proposer shall keep fully informed of, and comply with, all applicable federal and state laws or rules, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority. The proposer shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any law, bylaw, ordinance, regulation, order or decree whether by himself or its employees.

### 3. ASSIGNMENT:

- 3.1. The proposal shall not be assigned by the proposer. Third party participation is authorized only as a joint venture that shall be clearly stated in detail in the original proposal, signed by all parties participating, and agreed to by the Agency.
- 3.2. The proposer shall not enter into any subcontracts for any of the work contemplated under this Request for Proposal without the State's prior written authorization.

### 4. EXTENSION AND AMENDMENT:

- 4.1. The proposer and the State covenant and agree that this proposal or subsequent contract may, with the mutual approval of the proposer and the State, be extended one year at a time, for a total contract period not to exceed three (3) years.

### 5. AUDIT AND ACCESS TO RECORDS:

- 5.1. The State or any of its duly authorized representatives shall have access to the proposer's books, documents, papers, electronic data and records that are directly pertinent to this Request for Proposal.

### 6. CONFLICT OF INTEREST:

- 6.1. The proposer warrants that no kickbacks, gratuities, or contingency fees have been paid in connection with this Request for Proposal and none have been promised. The proposer warrants that no one being paid pursuant to the proposal is engaged in any activity that would constitute a conflict of interest with respect to the purchases of the proposal.

### 7. NO FINDER'S FEE:

- 7.1. The proposer warrants that no finder's fee, employment agency fee, or any such fee related to the proposal shall be paid.

### 8. SOVEREIGN IMMUNITY:

- 8.1. Pursuant to Wyoming Statute § 1-39-104(a), the State of Wyoming and the Agency expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. The proposer acknowledges that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designation of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a

waiver of sovereign immunity. The parties agree that any ambiguity in this Request for Proposal shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

## **9. INDEMNIFICATION:**

- 9.1. The proposer shall release, indemnify, and hold harmless the State, the Agency and its officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of the proposer's failure to perform any of the proposer's duties and obligations hereunder or in connection with the negligent performance of proposer's duties and obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of proposer's negligence or other tortious conduct.

## **10. APPLICABLE LAW/VENUE:**

- 10.1. The construction, interpretation, and enforcement of this Request for Proposal shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Request for Proposal as a whole and not to any particular provision or part.

## **11. RIGHT OF OWNERSHIP AND MARKETING OF INTELLECTUAL PROPERTY AND INTELLECTUAL ASSETS SUBMITTED FOR THE RFP (IF APPLICABLE):**

- 11.1. It is acknowledged and agreed that the only party with a right to market, trademark, patent, copyright, or any like right to any intellectual property or intellectual assets submitted in relation to the Request for Proposal shall be and is solely vested in the State. This includes all intellectual property and intellectual assets related to both the written proposal and the oral presentation and any and all documents, pitches, products, media pitches, web screens, layouts, etc. produced for the written proposal and the oral presentation, and any updates, changes, alterations, or modifications to or derivative works.

## SECTION 3: SPECIAL PROVISIONS INFORMATION

PROPOSALS SHOULD BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00:00 P.M. MOUNTAIN TIME BY JUNE, 6, 2023. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED MAY BE REJECTED.

It is the responsibility of the proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, Wyoming Statute §16-4-201 through §16-4-205. Please identify each confidential page with the word “CONFIDENTIAL” in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public. If the proposer submits information that it believes is confidential, it should include a statement justifying its basis for that belief.

### 1. STATE PARTIES:

- 1.1. This Request for Proposal is issued by the Wyoming Department of Administration and Information, General Services Division, Procurement Section (Procurement) on behalf of the Legislative Service Office (Agency).
- 1.2. Throughout this document and others in connection with this project, various references are made, or will be made to the “State.” Generally, whenever this reference appears, the term “State” incorporates all state agencies working on this project.
- 1.3. It should be understood that the Director of Legislative Service Office is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Any contracts, agreements, or modifications not bearing this signature or that of a designee are invalid.

### 2. CONTENT AND PROCUREMENT POINTS OF CONTACT:

- 2.1. Procurement is the primary point of contact from the date of release of the Request for Proposal until a proposer is selected and the selection is announced.
- 2.2. Written questions about the procurement should be submitted through the Public Purchase online bidding system until 2:00:00 P.M. Mountain Time on MAY 19, 2023. Any questions received after that deadline may not be accepted or considered. Each question should be submitted individually. It is the proposer’s responsibility to check the Public Purchase online bidding system for answers to questions, addenda, or bid tabulations. Telephone calls, emails or faxes with Procurement may not be accepted.
- 2.3. Written responses will be available through the Public Purchase online bidding system. Responses will not identify the firm that submitted the question. Only the written answers issued by the Agency are the office position on an issue, and these answers shall become part of the Request for Proposal.

### 3. RESTRICTIONS ON COMMUNICATIONS WITH AGENCY STAFF:

- 3.1. This Request for Proposal is an invitation for competitive negotiation with the Agency. The Agency Representative may contact the Proposer to negotiate a Proposal. The purpose of the invitation for competitive negotiation is to identify an optimal outcome that best meets the needs of the Agency.
- 3.2. The State reserves the right to reject any proposal.

### 4. EFFECTIVE DATES OF PROPOSAL:

- 4.1. All terms, conditions and costs quoted in the proposer’s response will be binding on the proposer for one-hundred eighty (180) days from the effective date of the proposal.

## 5. ADVERTISING AWARD CONDITIONS:

A fully executed contract should be completed with the State before the successful proposer may advertise the award of the contract or the services being performed. The proposer should agree not to refer to awards in commercial advertising in such a manner that states or implies that the firm or its services are endorsed or preferred by the State of Wyoming.

## 6. CONTRACT NEGOTIATIONS:

- 6.1. The State will notify the most qualified/successful proposer and negotiate a contract in accordance with the Wyoming Attorney General's contract guidelines. The successful proposer will be required to enter into and sign a formal contract with the Agency.
- 6.2. In the event the Agency determines contract negotiations are making no forward progress, negotiations will be terminated, and at the State's sole discretion, negotiations may be initiated with the next most qualified/successful proposer, or the RFP may be withdrawn or reissued. This process will be followed until an agreement is reached, or until the State determines that the RFP will be withdrawn or reissued. The State assumes no obligation to a selected proposer until an agreement is reached and a contract is fully executed. The State may negotiate concurrently with more than one proposer for the same award.

## 7. BEGINNING WORK:

- 7.1. The successful proposer may not perform any work that could be billed until a contract has been executed. The State will not pay for any work by the proposer before a contract is executed.

## 8. COPYRIGHT INFRINGEMENT:

- 8.1. The proposer warrants that no materials, products, and services proposed will infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the proposer, and the proposer shall defend the claim. The defense will be at the proposer's expense.

## 9. COST OF PREPARING PROPOSALS:

- 9.1. All costs incurred for preparing the proposal and for other procurement related activities are solely the proposer's responsibility. The State of Wyoming will not provide reimbursement of these costs.

## 10. RISKS AND LIABILITIES:

- 10.1. By submitting a proposal, a proposer assumes any and all risks and liability associated with information in the proposal and its release.

## 11. AMENDMENTS:

- 11.1. The State reserves the right to amend this Request for Proposal before the proposal submission date. Amendments shall be uploaded to the Public Purchase online bidding system. It is the proposer's responsibility to check the Public Purchase online bidding system for amendments.

## 12. PROPERTY DAMAGE AND LIABILITY INSURANCE:

- 12.1. The proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for this project, if applicable.
- 12.2. Questions regarding required insurance coverage and limits for this project should be submitted in writing, in accordance with instructions outlined in the special provisions.



### **13. MISREPRESENTATION OF INFORMATION:**

- 13.1. Misrepresentation of a proposer's status, experience, or capability in the proposal may result in disqualification of that proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the Agency and after consultation with Procurement, preclude the proposer from the selection process.

### **14. DISPOSITION OF PROPOSALS:**

- 14.1. All material submitted becomes property of the State of Wyoming, which is under no obligation to return any of the material submitted.

### **15. LEGAL CONSIDERATIONS:**

- 15.1. This Request for Proposal is issued under Wyoming Statute §9-2-3204.

### **16. PROPOSER RELATIONS WITH STATE:**

- 16.1. The proposer and its staff will have an ongoing relationship with the State that is based on trust, confidentiality, objectivity and integrity. The proposer will operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. The proposer shall:
  - 16.1.1. Work cooperatively with the State's staff and business partners whenever required.
  - 16.1.2. Work cooperatively with the staff of other proposers whenever required.

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## SECTION 4: KEY DATES

Event Description	Date	Time (Mountain Time)
RFP Release Date	April 20, 2023	N/A
Closing Date for Questions	May 19, 2023	2:00 P.M.
Response to Questions Returned	May 26, 2023	2:00 P.M.
RFP Submission Due Date	June 6, 2023	2:00 P.M.
Tentative Award Date	June 27, 2023	N/A
Tentative Work Begins Date	July 31, 2023	N/A
Tentative Presentation to Management Audit Committee	September 6, 2023	TBD
Tentative Presentation to Management Council	October 2023	TBD
Final Study Due Date	November 3, 2023	2:00 P.M.

## SECTION 5: SCOPE OF WORK

### 1. INTRODUCTION AND BACKGROUND:

- 1.1. The Legislative Service Office was first established in 1971. At the office's inception, an auditing and evaluation function was created with a focus on conducting financial audits of executive branch agencies. In subsequent years, the function evolved into "sunset auditing," which determined if an executive branch program should be continued, terminated, or modified. In 1988, the Legislature changed the auditing focus to program evaluation or performance auditing, which involves evaluating the effectiveness and efficiency of executive branch programs and analyzing related policy issues.
- 1.2. A number of factors in recent years have challenged the audit and evaluation functions of legislatures, including the Wyoming Legislature.<sup>1</sup> Contributing factors include:
  - 1.2.1. Increasing complexity of government programs.
  - 1.2.2. Turnover among leadership and staff.
  - 1.2.3. Inadequate staff capacity.
  - 1.2.4. Insufficient buy-in from stakeholders.
  - 1.2.5. Absence of formal procedures between the legislative branch and the executive or judicial branch in which an audited program is located.
  - 1.2.6. Unpopularity of findings.

### 2. SCOPE OF SERVICES:

This successful proposer will provide consulting services to the Management Council of the Wyoming Legislature and the Director of the Wyoming Legislative Services Office as to the need for and successful structure of a legislative audit and evaluation function or program. The project will begin on or about July 31, 2023. The project will be conducted in Cheyenne, Wyoming.

- 2.1. The successful proposer shall:
  - 2.1.1. Identify appropriate stakeholders in determining the need and support for a legislative program audit and evaluation function or program.
  - 2.1.2. Engage stakeholders, including Management Council, the Joint Appropriations Committee, the Director of the Legislative Service Office and experienced staff, as well as committee chairmen.
  - 2.1.3. Organize, facilitate, lead, and document visionary sessions with stakeholders to determine the need and support for legislative audit and evaluation.
  - 2.1.4. Facilitate and coordinate collaboration between the executive, judicial and legislative branches as necessary to determine the need and support for a legislative program audit or evaluation function.
  - 2.1.5. Conduct a study of best practices for states with small nonpartisan legislative support offices for conducting legislative program audits and evaluations of government programs, including program evaluations and fiscal audits.

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<sup>1</sup> *How Cross-Branch Collaboration Helps States Strengthen Evidence-Based Policymaking*, <https://www.pewtrusts.org/en/research-and-analysis/issue-briefs/2022/03/how-cross-branch-collaboration-helps-states-strengthen-evidence-based-policymaking> (March 10, 2022).

2.1.6. Provide a written report and in-person presentation to Management Council and the Director of the Legislative Service Office detailing the proposer's findings and recommendations, including an analysis of:

- 2.1.6.1. The need for a Wyoming legislative audit and evaluation function or program.
- 2.1.6.2. The appropriate structure of a program.
- 2.1.6.3. The political will to support a program, including the necessary make-up of any oversight committees.
- 2.1.6.4. Best practices and guidelines for a program.
- 2.1.6.5. Options for supporting the function through internal or external auditors or evaluators.
- 2.1.6.6. Optimal changes to current laws and policies governing legislative audits and program evaluations of government programs.
- 2.1.6.7. The staff size necessary for operation of a successful program.
- 2.1.6.8. The background, expertise and knowledge of staff for a program.
- 2.1.6.9. The cost of standing up and maintaining a program.

### 3. RESOURCE RESPONSIBILITIES:

- 3.1. Project Manager: The proposer shall designate a project manager to represent and oversee the project. This individual will serve as the focal and contact point for all proposer business matters relating to the project. An individual resume, a list of their qualifications, years of experience, current work assignments and office location should be included.
- 3.2. Other Key Personnel: The proposer should provide a list of all key personnel to be assigned to any part of the project and the duration of time they will serve on the project.

### 4. DELIVERABLES AND MILESTONES

- 4.1.1. Describe the expected deliverables the proposer will deliver to the Agency and at what milestone or interval the Agency will review/evaluate/accept the deliverables.
- 4.1.2. Examples include: project plan, communication plan, management plan, business analysis report, project reports and recommendations, requirement specification document, system documentation, test plan, user acceptance plan, training plan, user guides, help desk management plan, disaster recovery/contingency plan, implementation plan, etc.

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## SECTION 6: PROPOSAL SUBMISSION REQUIREMENTS

### 1. PRE-PROPOSAL CONFERENCE:

- 1.1. A pre-proposal conference will not be held in connection with this RFP.

### 2. TECHNICAL PROPOSAL, FORMAT AND CONTENTS:

- 2.1. Proposals should be submitted in two major sections: the Technical Proposal and the Cost Proposal. Omission of this section or any item within this section may result in the proposal being eliminated. The proposer should, at a minimum, address the following points:

- 2.1.1. Table of Contents: The table of contents should include all items listed in this section.

- 2.1.2. Executive Summary: The executive summary will condense and highlight the contents of the technical proposal in such a way as to provide the State with a broad understanding of the proposer's qualifications and approach to meeting the requirements of the RFP.

- 2.1.3. Proposer's Background and Experience: The proposer should include a company summary including the company history, location, office location(s), company size, financial statements (if applicable), and the statement of technical areas of expertise. The proposer should be able to substantiate to the satisfaction of the Agency that the proposer has sufficient resources to complete the project successfully within the time requirements.

- 2.1.4. Resumes: The proposer should include brief resumes for personnel that will be working on the project, if awarded the contract. The resumes should clearly identify expertise in the functional areas listed in Section 5. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be the means of substantiating expertise.

- 2.1.4.1. Resume Format: Each project reference in a resume should include both the customer name and the time period the person worked on the project, as well as a brief description of the scope of work for that project. In addition, resumes should explain the role and responsibility of each person participating in the project. The State expects that personnel associated with these resumes will be the personnel working on the project, should the proposer be awarded the contract.

- 2.1.5. References: Corporate references are required from at least three (3) prior clients. In addition, two (2) references are required for each of the staff members being proposed for the project. Whenever possible, an alternative point of contact for each reference should be listed with a phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the release date of this RFP.

- 2.1.5.1. References may be verified during the proposal evaluation by telephone calls made by members of the Evaluation Committee or through e-mail or the United State Postal Service.

- 2.1.5.2. If contact with the referenced contact person or an alternative that has knowledge of the proposer is not made after reasonable attempts during the designated evaluation period, the reference will be classified as unsatisfactory. All attempts to contact a referenced client will be documented, including the date and time of the attempt.

- 2.1.5.3. The Agency reserves the right to contact other State of Wyoming agencies regarding engagements they may have had with the proposer's company in the past, in addition to the references provided in the proposal.
- 2.1.6. Single Point of Contact: The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposal shall not change the Project Manager without written Agency approval.
- 2.1.7. Proposer's Project Work Plan: The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work as outlined in Section 5. The proposer should identify realistic person hours of effort and responsibilities for the deliverables and each work activity.
- 2.1.8. Project Management Plan: The proposal shall contain a comprehensive and practical description of the proposer's plans for project management and control mechanism, including staff organization structure, progress reporting, major decision making, sign-off procedures and internal control procedures. The proposer should also indicate flexibility in meeting changes in program requirements and copy with problems.
- 2.1.9. Project Delays: Proposer should also describe how project delays will be addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet any project schedule.
- 2.1.10. Contract Exceptions: Proposers should state agreement with all General Provisions and should furnish any exceptions to these provisions.
- 2.1.11. Staffing and Project Organization: An organization chart should be included with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in the project.
- 2.1.12. Proposer Checklist: The proposer should submit a checklist in which the proposer should evaluate their existing offering compared with the RFP mandatory/optional requirements.

### 3. COST PROPOSAL FORMAT AND CONTENT:

- 3.1. Cost Proposal Price Sheets: These pages are required by the A&I Procurement Section and are the State's official pricing documents. Each applicable proposer should upload the Technical Proposal and the Cost Proposal Sheets as separate documents, and identify them as such, using the Public Purchase online bidding system. The price to be entered on this page is the total fixed price. In case of error in the extension of prices in the proposal, unit prices will govern. Cost breakdowns are not included on this page. The proposer should ensure all signatures and identifying numbers are properly affixed to this page in order for the Cost Proposal to be accepted.

### 4. ORAL PRESENTATIONS / INTERVIEWS:

- 4.1. Oral Presentations may be conducted in relation to this RFP.
  - 4.1.1. Proposers may be requested to make an oral presentation (or interview) to clarify and/or demonstrate any particular points about their proposals. The evaluation team members will address questions to the proposers pertaining to their ability to complete this project. The proposer is responsible for payment of all costs involved in any oral presentation and shall not be reimbursed by the State for these costs. The oral presentation will be considered part of the proposal, unless specifically stated otherwise.
  - 4.1.2. Such presentations are for the purpose of explaining or clarifying any significant elements of the proposal to assist the Evaluation Team in further evaluating the proposal. At the

option of the State, presentations may be attended by others in addition to the Evaluation Team Members.

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## SECTION 7: EVALUATION METHODOLOGY

### 1. OVERVIEW:

- 1.1. The Agency will conduct a comprehensive, fair, objective and impartial evaluation of proposals received in response to this Request for Proposal. Proposals will be evaluated independently by the evaluation committee members. The evaluation committee shall be made up of members representing the project subject expertise.

### 2. COMPLIANCE WITH MANDATORY REQUIREMENTS:

- 2.1. To be considered responsive, a submitted proposal should meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP.

### 3. TECHNICAL EXPERTISE:

- 3.1. PROPOSER BACKGROUND AND EXPERIENCE: 20 Points. Proposer should present materials describing its organization capability to successfully perform the responsibilities of this contract. This material should include details of similar governmental and corporate experience, preferably consulting legislative offices and bodies with respect to program audit and evaluation functions.
  - 3.1.1. Details of previous contractual experience should include the length of time covered by the contract, the types of tasks performed and the results thereof, and a reference that includes a name, current title and telephone number. Emphasis should be placed on experience/implementing projects similar to the scope of work described in this RFP.
  - 3.1.2. At least two (2) project references for current or recently completed (within the last three (3) years) contracts similar in nature to the services required by the Agency for this contract will be included in this section. Contract references should include the name, position, title, and current phone number of the client.
  - 3.1.3. This section will also address overall consultant expertise, organizational size, computer resources, financial stability and current contractual obligations. The proposer should include a current financial statement and proof of federal or professional certifications or other credentials.
- 3.2. STAFFING AND PROJECT ORGANIZATION: 10 Points. The proposer should provide an organization chart with all proposed personnel, including the supervisor level, functional responsibilities, key personnel, and other staff members who will be involved in this project.
  - 3.2.1. The proposer should include brief resumes for personnel that will be working on the project. The resumes should clearly identify expertise in the functional areas listed in the scope of work. Specialized training courses will not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education will be means of substantiating expertise.
  - 3.2.2. Two (2) references for each of the staff members being proposed for the project should be included in the proposal. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure current expertise, all work for client references provided should have been completed no more than three years prior to the release date of this RFP.



3.2.3. The proposer should identify a single point of contact for all contract management activities. The proposer's Project Manager's name and resume should be submitted with the proposal. The successful proposer should not change the Project Manager without written Agency approval.

3.3. **PROPOSER'S PROJECT WORK PLAN: 20 Points.** The proposer should submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of work. The work plan should:

3.3.1. Identify all required work activities, milestones and deliverable dates, personnel hours of effort and responsibilities for the deliverables and each work activity.

3.4. **APPROACH TO CONTRACT PERFORMANCE: 20 Points.** The proposer should describe its approach to meeting the mandatory requirements and specifications as described in the RFP.

3.4.1. Approach in addressing the goals and objectives specified in Section 5.

3.4.2. Approach to a comprehensive and practical plan for project management and control mechanisms, including progress reporting, major decision making, sign off procedures and internal control procedures.

3.4.3. Approach to how project delays will be addressed, and mitigated, should they occur.

3.4.4. Contain assurances that sufficient resources and knowledgeable or experienced staff are available to meet delays.

3.5. **VALUE ADDED: 10 Points.** This would be any added value that would differentiate the proposer from the other proposals that the Agency may receive.

3.6. **ORAL PRESENTATION/INTERVIEWS:** The evaluation team will determine, after receipt of the written proposals, whether selected proposers will be required to make oral presentations or interviews based on their proposal. However, the Evaluation Team reserves the right to make an award without requesting a presentation from any proposer. All oral presentation costs will be the responsibility of the proposer.

#### 4. COST ANALYSIS

4.1. **COST ANALYSIS: 20 Points.** The cost shall be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables). The State of Wyoming reserves the right to conduct a cost analysis of the proposer's budget proposal. The analysis will include a review of all the associated costs based on the technical content of their submission. The total project cost should include all of the items listed in the scope of work. If any of the scope of work services cannot be provided in the proposal or the requirement cannot be met, this is to be clearly explained as to why and what alternative approach will be and its associated cost. If there are no exclusions or exceptions, it will be determined that all of the criteria has been met for the price quotes, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the specified contract period.

#### 5. EVALUATION SUMMARY:

The Agency will evaluate each of the factors above. The Agency may negotiate with each proposer to ensure that the successful proposer meets the criteria necessary to meet the ultimate needs of the Agency. The Agency will determine the successful proposer based on an overall analysis of each proposer's abilities to understand and take into account the unique attributes of the Agency, in particular, the limited resources available and historical and future support for the program audit and evaluation function as well as the overall benefit of the function to the state of Wyoming. Summary of evaluation factors:

Proposer Background and Experience.	20	Points
Staffing and Project Organization.	10	Points
Proposer's Project Work Plan.	20	Points
Approach to Contract Performance.	20	Points
Value Added.	10	Points
Oral Presentations, if applicable.	NA	
<u>Cost Analysis.</u>	<u>20</u>	<u>Points</u>
	100	Points

## 6. FINAL RANKING OF PROPOSALS:

6.1 The State of Wyoming will be the sole authority of evaluating proposals. The Agency will determine the firm that best meets all the needs of the Agency. The proposer who has provided the best proposal for the Agency and the State of Wyoming, with or without negotiation, will be selected as the successful proposer. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality of technical defect in the proposals, or to award the contract in whole or in part, if deemed in the best interest of the State to do so.

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## SECTION 8: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide the consulting services described in the statement of work to the Wyoming Legislative Service Office in accordance with the Request for Proposal and Invitation to Negotiate, General Provisions, Special Provisions and Proposal Price Sheet for Request for Proposal Number 0293-H.

**Total Evaluated all-inclusive price for contract (to include Pricing Schedules 1)**

**\$** \_\_\_\_\_

### 1. BY SUBMISSION OF A PROPOSAL, THE PROPOSER CERTIFIES:

- 1.1. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2. Proposer has not and will not attempt to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3. The person signing this proposal certifies they are authorized to represent the company and are legally responsible for the price and supporting documentation provided as a result of this advertisement.
- 1.4. Proposer will comply with all applicable state and federal regulations, policies, guidelines and requirements.
- 1.5. Prices in this proposal have not been knowingly disclosed by the proposer nor will they be disclosed prior to award.

### 2. GENERAL INFORMATION:

Proposer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Employer Identification Number (EIN): \_\_\_\_\_

### 3. OWNERSHIP AND CONTROL:

Proposer's Legal Structure

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ General Partnership    \_\_\_\_\_ Corporation  
\_\_\_\_\_ Limited Partnership    \_\_\_\_\_ Other \_\_\_\_\_

The proposer shall provide to the Agency a certificate of good standing from the Wyoming Secretary of State or other proof that proposer is authorized to conduct business in the State of Wyoming before performing work under this Contract. The proposer shall ensure all annual filing and corporate taxes due and owing to the Wyoming Secretary of State's office are up-to-date before signing the contract. Proposers may contact the Wyoming Secretary of State's office, Corporate Division at (307) 777-7311 for assistance.

#### 4. VENDOR VERIFICATION

I certify under penalty of perjury, that I am responsible official (as identified above) for the business entity described above as the proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate and complete. I may be charged significant penalties for submitting false information, including criminal sanctions, which can lead to fines and/or imprisonment.

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Signature

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Date

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Name

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Title

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## Pricing Schedule

Wyoming Legislative Service Office

### WYOMING LEGISLATIVE PROGRAM AUDIT AND EVALUATION STUDY

Provide an all-inclusive price for all activities related to the scope of work. Proposers may suggest a payment schedule which mirrors deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only will not be acceptable, nor will a flat per-hour rate. Payment will be made at the completion and acceptances of the individual deliverables for the development and implementation of the scope of work.

Deliverable 1	_____	\$ _____
Deliverable 2	_____	\$ _____
Deliverable 3	_____	\$ _____
Deliverable 4	_____	\$ _____
Deliverable 5	_____	\$ _____
Deliverable 6	_____	\$ _____
Deliverable 7	_____	\$ _____
Deliverable 8	_____	\$ _____
Deliverable 9	_____	\$ _____
Deliverable 10	_____	\$ _____
Total All Inclusive Price for Schedule 1		\$ _____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

The State will negotiate payment terms based upon a schedule to be determined by the proposer and the State. Payment of invoices will be based upon the proposer meeting stated deadlines for deliverables and upon the Agency's written acceptance of the deliverables.